

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE PHOENIX UNION HIGH SCHOOL DISTRICT

THIS AGREEMENT is entered into 11 September, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
PHOENIX UNION HIGH SCHOOL DISTRICT, acting by and through its
ADULT EDUCATION UNIT (the "PUHSD").

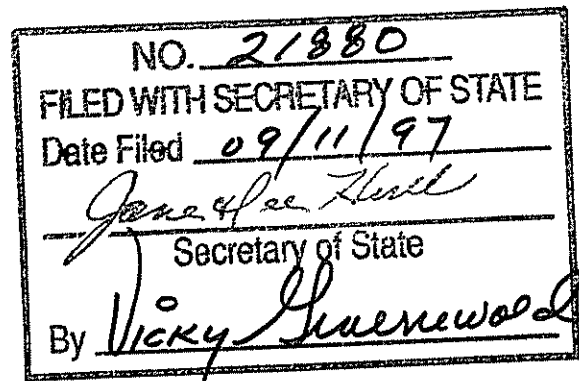
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The PUHSD is empowered by Arizona Revised Statutes
Section 15-341 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, authority to execute this agreement on behalf of the
PUHSD.

3. The State has a continuing requirement for various math,
reading, english, writing, etc. training. The PUHSD has the
professional and technical training personnel to provide the
training.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Appoint a training coordinator within the State's Human Resource Development Center (HRDC) to interface with the PUHSD relating to the training. Provide appropriate advance notification to the PUHSD of the various types of desired training. Coordinate as required with the PUHSD to arrange and receive the training.

b. Be responsible for all costs or fees associated with the training, as in a typical school/student relationship.

c. Reimburse the PUHSD within forty-five (45) days after receipt and approval of training invoices. Such reimbursements will be in the form of State purchase orders, financed by the budget of the using State organization.

2. The PUHSD will:

a. Appoint a training coordinator at the PUHSD to interface with the State relating to the training. Coordinate the administrative aspects of the training to provide instructors and training utilizing the resources of the PUHSD.

b. Provide training curriculum and approved certified instructors for courses requested by the State that have an agreed minimum number of enrollees.

c. Invoice the State upon the beginning of each class.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State, and shall remain in force and effect until completion of said training; provided, however, that this agreement, may be cancelled at any time prior to the start of any training course, upon thirty (30) days written notice to the other party.

2. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 and 12-133 and rules promulgated thereunder.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Phoenix Union High School District
Adult Education Chair
Program Coordinator
1900 West Thomas Road
Phoenix, AZ 85015

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PHOENIX UNION HIGH SCHOOL DISTRICT STATE OF ARIZONA

Department of Transportation

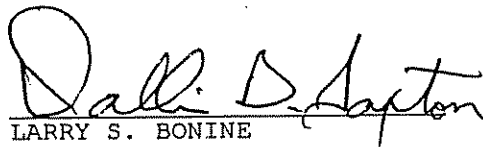
By Carthame de Ocampo
Clerk
Aug. 14, 1997

By Mary Peters
MARY PETERS
Deputy Director

RESOLUTION

BE IT RESOLVED on this 12th day of August 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Phoenix Union High School District for the purpose of defining responsibilities for obtaining training for math, reading, english, writing and related training for ADOT employees.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy Director for approval and execution.

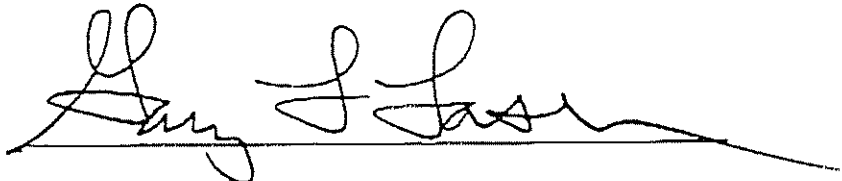

for LARRY S. BONINE
Director

JPA 96-108

APPROVAL OF
THE PHOENIX UNION HIGH SCHOOL DISTRICT ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the PHOENIX UNION HIGH SCHOOL DISTRICT and declare this agreement to be in proper form and within the powers and authority granted to the District under the laws of the State.

DATED this 12 day of Sept, 1996.


Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-1835TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 29, 1997.

GRANT WOODS

Attorney General

JAMES R. REDPATH

Assistant Attorney General

Transportation Section

JRR:et/7438